

PUBLIC FACILITIES IMPLEMENTATION PROGRAM TRANSPORTATION FEE DEFERRAL AND FACILITY USE AGREEMENT

This **Public Facilities Implementation Program (PFIP) Transportation Fee Deferral and Facility Use Agreement** (“Agreement”) is entered into as of _____, 2026 (“Effective Date”), by and between the **City of Manteca** (“City”), and Mike Mora, a Board Member (“Developer”). City and Developer may be referred to individually as a “Party” and collectively as the “Parties.”

RECITALS

A. Developer is the owner and proponent of a phased commercial development known as the **3-Strikes Project**, consisting of (1) a bowling alley as Phase 1 and (2) a banquet hall as Phase 2 (“Project”), located at 1602 W Atherton Drive (APN 226-160-19) and 1710 W Atherton Drive (APN 226-160-49) (“Property”).

B. As part of the Project, Developer is required to construct a new traffic signal on Atherton Drive and complete associated roadway improvements as a condition of approval for occupancy of the bowling alley.

C. In connection with the Project, Developer is also subject to the **PFIP Transportation (Regional) Impact Fee** (“PFIP Transportation Fee”), which is typically due prior to issuance of a building permit.

D. Developer has requested that the City defer payment of the PFIP Transportation Fee applicable to the bowling alley phase of the Project to reduce the upfront financial burden and support the timely completion and operation of the Project.

E. The City is willing to defer payment of the PFIP Transportation Fee under the terms and conditions set forth in this Agreement, including the requirement that Developer install all required transportation improvements before occupancy of the bowling alley and provide the City with use of the banquet facility for City functions.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. DEFINITIONS

1.1 **Project** means the 3-Strikes bowling alley (Phase 1) and banquet hall (Phase 2) development.

1.2 **Property** means the real property on which the Project is located, further described in Exhibit A (to be attached).

1.3 **PFIP Transportation Fee** means the City’s regional transportation impact fee applicable to the Project.

1.4 **Bowling Alley Occupancy Date** means the date the City issues a Certificate of Occupancy for the bowling alley.

1.5 **Banquet Hall Occupancy Date** means the date the City issues a Certificate of Occupancy for the banquet hall.

2. FEE DEFERRAL

2.1 **Deferral.** City agrees to defer Developer's payment of the PFIP Transportation Fee attributable to the bowling alley portion of the Project subject to the terms of this Agreement.

2.2 **Amount Due.** The amount of the PFIP Transportation Fee due at repayment shall be the **current fee amount in effect at the time Developer makes the required payment**, not the amount in effect at the time of building permit or Agreement execution.

3. TRAFFIC SIGNAL AND ROADWAY IMPROVEMENTS

3.1 **Required Improvements.** Developer shall design, construct, and install the Atherton Drive traffic signal, including all related roadway, striping, signage, and safety improvements required by the City as part of the Project.

3.2 **Timing.** All required transportation improvements must be completed, inspected, and accepted by the City prior to issuance of a Certificate of Occupancy for the bowling alley.

4. REPAYMENT OF DEFERRED FEE

4.1 **Final Due Date.** Developer shall pay the PFIP Transportation Fee deferred under this Agreement **no later than two (2) years after the Bowling Alley Occupancy Date**, regardless of whether the banquet hall has been constructed or occupied.

4.2 **Banquet Hall Trigger.** Developer shall **pay the full deferred PFIP Transportation Fee prior to issuance of a Certificate of Occupancy for the banquet hall**, if that occurs earlier than the two-year deadline. The banquet hall (Phase 2) will not have any fees deferred, all fees for Phase 2 will be paid prior to permit issuance.

4.3 **Method of Payment.** Payment shall be made in immediately available funds to the City Development Services Department prior to the issuance of the building permit or as otherwise directed in writing by the City.

5. CITY USE OF BANQUET FACILITY

5.1 **Annual Use.** As consideration for the fee deferral, Developer grants the City annual no-cost use of the banquet facility as follows:

- **Five (5) weekday uses per calendar year**, and
- **One (1) weekend day use per calendar year**,
for City-related events, functions, or community purposes, as determined by the City.

5.2 **Minimum Notice Required.** City shall provide written notice of its intent to reserve a date no less than thirty (30) calendar days in advance of the requested reservation date, unless otherwise agreed to in writing by the Parties.

5.3 **Priority Scheduling.** Upon timely notice from the City, the Owner shall give City reservations priority over all non-City reservation requests for the same date, provided the date has not been previously reserved by a third party under a fully executed reservation.

5.4 Conflict Resolution. In the event of a scheduling conflict where a third-party reservation was accepted prior to the City's notice, the Parties shall work in good faith to identify an alternative mutually acceptable date.

5.5 Method of Notice. City shall submit reservation requests via written communication (email acceptable) to the Owner or the Owner's designated representative.

5.6 Confirmation. The Owner or the Owner's designated representative shall provide written confirmation of City's reservation within five (5) business days of receiving the City's request.

5.7 Point of Contact for Notices. All notices, consents, approvals, and other communications required or permitted under this Agreement shall be directed, in the first instance, to the receiving Party's designated first point of contact or designated representative identified herein. Notices delivered to such first point of contact in accordance with this Agreement shall be deemed effective upon receipt. The first points of contact are listed below for the Parties.

The City:

City Manager's Office

1001 W. Center Street

Manteca, CA 95337

(209) 456-8000

citymanager@manteca.gov

The Developer:

Michael Mora, Board Member

621 14th St Ste B

Modesto, CA 95354

925-580-2943

Mikemora14@gmail.com

5.8 Use of Equipment. The City shall have full, unrestricted use of all equipment, furnishings, supplies, and amenities owned or provided by the Banquet Hall, including but not limited to tables, chairs, audio/visual equipment, kitchen items, and any other materials or resources normally available for events. Such use shall be allowed at no additional cost and without limitation, subject only to reasonable care and proper return of items in their original condition, normal wear and tear excepted.

5.9 Outside Food and Supplies. The City may bring in any outside catering, food, beverages, alcohol, equipment, supplies, or other materials it requires for its event, without restriction and at no additional cost. The Banquet Hall shall allow reasonable access for delivery, setup, and removal of such items.

5.10 Parking. The City shall have free and unrestricted use of all parking areas owned, controlled, or designated by the Banquet Hall for event parking. No parking fees, permits, or validations shall be

required, and the Banquet Hall shall ensure adequate access for City staff, attendees, and vendors during the event.

5.11 **Costs.** The facility shall be provided at **no cost**.

5.12 **Perpetual Right.** The City's right of use under this section shall **run with the land in perpetuity** and shall bind all successors, transferees, and assigns of the Property.

6. DEFAULT AND REMEDIES

6.1 **Developer Default.** Developer shall be in default if it:

- (a) fails to construct the required traffic signal improvements;
- (b) fails to pay the deferred PFIP Transportation Fee by the applicable deadline; or
- (c) fails to provide the banquet facility use required under Section 5.

6.2 **City Remedies.** Upon Developer default, the City may pursue any remedy available at law or equity, including but not limited to:

- Withholding or suspending permits, inspections, or certificates of occupancy,
- Recording a lien against the Property for the unpaid fee,
- Collection of fees, interest, and costs, and
- Injunctive relief.

6.3 **Cure Period.** Except for nonpayment or fraudulent actions, Developer shall have **30 days** after written notice from the City to cure any breach.

7. ASSIGNMENT AND RUNNING WITH THE LAND

7.1 This Agreement shall **run with the land** and be binding upon all successors, assigns, and transferees of Developer.

7.2 Developer shall not assign rights or obligations under this Agreement without City's prior written consent, which shall not be unreasonably withheld.

8. RECORDATION

City shall record this Agreement against the Property in the official records of San Joaquin County. Recording fees shall be paid by Developer.

9. INDEMNITY

Developer shall defend, indemnify, and hold harmless the City, its officers, employees, and agents from all claims or liabilities arising from Developer's construction activities, use of the Property, or failure to comply with this Agreement.

10. MISCELLANEOUS

10.1 **Governing Law.** California law (or applicable state).

10.2 **Amendments.** Must be in writing signed by both Parties.

10.3 **Notices.** Must be sent to the addresses provided in Exhibit B.

10.4 **Severability.** Invalid provisions do not affect the remainder.

10.5 **Entire Agreement.** This Agreement constitutes the full understanding between the Parties and supersedes any prior negotiations or representations.

10.6 **Counterparts.** This Agreement may be executed in counterparts, including electronically.

CITY OF MANTECA:

DEVELOPER:

By: _____



Toni Lundgren,
City Manager

Michael Mora
Board Member

ATTEST:

By: _____

Cassandra Candini-Tilton,
Director of Legislative Services

COUNTERSIGNED

By: _____

Stephanie Van Steyn,
Director of Human Resources

APPROVED AS TO FORM:

By: _____

Kousha Mckeenejad,
Deputy City Attorney